

# **ON CALL**

## **ARBORIST SERVICES**

**Region 1 Sections 1 & 2**

**Region 2 Sections 1 & 2**

**Region 3 Sections 1 & 2**

**Region 4 Sections 1, 2, 3 & 4**

**Region 5 Sections 1, 2 & 3**

**2015**

Updated 11/5/2014

**FEDERAL PROJECT  
&  
STATE PROJECT**

## BIDDING INSTRUCTIONS

### FOR ALL PROJECTS:

1. Use pen and ink to complete all paper Bids.
2. As a minimum, the following must be received prior to the time of Bid opening:
  - a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed and signed Contract Offer, Agreement & Award form, e) a Bid Guaranty, (if required), and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items (excluding non-selected alternates).
4. If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the “Public Entrance” which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. If a paper Bid is to be sent express, “FedEx First Overnight” delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal’s Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016.

### IN ADDITION, FOR FEDERAL AID PROJECTS:

5. Complete the DBE Proposed Utilization form, and submit with your bid. If you are submitting your bid electronically, you must FAX the form to (207) 624-3431. This is a curable defect.

*If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410.*

*For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, November 2014 Edition.*

# NOTICE

**The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain an optional plan holders list.**

**Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments must fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto:MDOT.contracts@maine.gov). Each bid package will require a separate request.**

**Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.**

# NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

*This should not be much of a change for those of you who use Federal Express or similar services.*

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

October 16, 2001

# NOTICE

Bidders:

Please use the attached “Request for Information” form when submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFI’s may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to [RFI-Contracts.MDOT@maine.gov](mailto:RFI-Contracts.MDOT@maine.gov).

These are the only allowable mechanisms for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

When submitting RFIs by Email please follow the same guidelines as stated on the “Request for Information” form and include the word “RFI” along with the Project name and Identification number in the subject line.



# NOTICE

## Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder shall submit the Disadvantaged Business Enterprise Proposed Utilization form with their bid. This is a curable bid defect.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form should be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact The Office of Civil Rights at (207) 624-3066.

MDOT's DBE Directory of Certified firms can also be obtained at <http://www.maine.gov/mdot/civilrights/dbe.htm>

## INSTRUCTIONS FOR PREPARING THE MaineDOT CONTRACTOR'S DBE/SUBCONTRACTOR UTILIZATION FORM

The Contractor Shall Extend equal opportunity to MaineDOT certified DBE firms (as listed in MaineDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

### SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone, fax number and e-mail address.

Calculate and provide percentage of your bid that will be allocated to DBE firms, Federal Project Identification Number, and location of the Project work.

In the columns, name each subcontractor, DBE and non-DBE firm to be used, provide the Unit/Item cost of the work/product to be provided by the subcontractor, give a brief description and the dollar value of the work.

Revised 1/12

**FHWA DBE GOAL NOTICE FFY 2013-15**  
**Maine Department of Transportation**  
**Disadvantaged Business Enterprise Program**

Notice is hereby given that in accordance with US DOT regulation 49 CFR Part 26, the Maine Department of Transportation has established a DBE Program for disadvantaged business participation in the federal-aid highway and bridge construction program; MaineDOT contracts covered by the program include consulting, construction, supplies, manufacturing, and service contracts.

For FFY 2013-15 (October 1, 2012 through September 30, 2015) MaineDOT has established an annual DBE participation goal of **4.0%** to be achieved through race/gender neutral means. This goal has been approved by the Federal Highway Administration and remains in effect through September 30, 2015. Maine DOT must meet this goal each federal fiscal year. If the goal is not met, MaineDOT must provide a justification for not meeting the goal and provide a plan to ensure the goal is met, which may include contract goals on certain projects that contractors will be required to meet.

MaineDOT asks all contractors, consultants and subcontractors to seek certified DBE firms for projects and to work to meet the determined 4.0% goal without the need to impose contract goals. DBE firms are listed on the MaineDOT website at:

<http://www.maine.gov/mdot/civilrights/dbe.htm>

Interested parties may view MaineDOT's DBE goal setting methodology also posted on this website. If you have questions regarding this goal or the DBE program you may contact Sherry Tompkins at the Maine Department of Transportation, Civil Rights Office by telephone at (207) 624-3066 or by e-mail at: [sherry.tompkins@maine.gov](mailto:sherry.tompkins@maine.gov)

**MaineDOT CONTRACTOR'S DBE/SUBCONTRACTOR  
PROPOSED UTILIZATION FORM**

**All Bidders must furnish this form with their bid on Bid Opening day**

**Contractor:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_ **Ext** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**BID DATE:** \_\_\_\_\_

**FEDERAL PROJECT PIN #** \_\_\_\_\_ **PROJECT LOCATION:** \_\_\_\_\_

**TOTAL ANTICIPATED DBE \_\_\_\_ % PARTICIPATION FOR THIS CONTRACT**

W B E	D B E	Non DBE	Firm Name	Item Number & Description of Work	Quantity	Cost Per Unit/Item	Anticipated \$ Value
<b>Subcontractor Total &gt;</b>							
<b>DBE Total &gt;</b>							

**NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL  
FEDERALLY FUNDED MAINE DOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL  
NOT BECOME A PART OF THE CONTRACTUAL TERMS.**

Equal Opportunity Use:

Form received: \_\_\_/\_\_\_/\_\_\_ Verified by: \_\_\_\_\_

FHWA       FTA       FAA

**For a complete list of certified firms and company designation (WBE/DBE) go to  
<http://www.maine.gov/mdot>**

Rev. 05/13

**Maine Department of Transportation Civil Rights Office**

**Directory of Certified Disadvantaged Business Enterprises**

**Listing can be found at:**

<http://www.maine.gov/mdot/civilrights/dbe.htm>

**For additional information and guidance contact:**

**Civil Rights Office at (207) 624-3066**

*It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listing.*

### **Vendor Registration**

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/venbid/index.shtml>

## CONTRACTOR INFORMATION

**Contractor Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Vendor Customer Number:** \_\_\_\_\_

**Contact Information (Primary Contact):** \_\_\_\_\_

**Phone:** \_\_\_\_\_      **Cell Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Mailing Address (if different from above):** \_\_\_\_\_

\_\_\_\_\_

**The company has the following organizational structure:**

**Sole Proprietorship**

**Limited Liability Company**

**Partnership**

**Joint Venture**

**Corporation**

**Other:** \_\_\_\_\_

\_\_\_\_\_

**(Date)**

\_\_\_\_\_

**(Signature)**

\_\_\_\_\_

**(Name and Title Printed)**

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION  
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for **On Call Arborist Services** in **REGIONS 1-5**" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on February 4, 2015 and at that time and place publicly opened and read. Bids will be accepted from all bidders. All responsive bidders must provide proof of arborist licensure and must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Multi-WIN – N/A

Location: Region 1, Sections 1 & 2 in the counties of York, Cumberland, Oxford, Androscoggin, and Sagadahoc. Region 2 Sections 1 & 2 in the counties of Androscoggin, Kennebec, Sagadahoc, Lincoln, Knox, Waldo, and Somerset. Region 3, Sections 1 & 2 in the counties of Androscoggin, Kennebec, Oxford, Franklin, Somerset, and Piscataquis. Region 4, Sections 1, 2, & 3 in the counties of Penobscot, Hancock, and Washington. Region 5 Sections 1, 2, & 3 in the counties of Penobscot, Piscataquis, Aroostook, and Washington

Outline of Work: On Call Arborist Services and other incidental work.

**Contractors may bid on one or more sections in a Region and may bid on one or more Regions.**

**Contracts may be awarded to each responsive, responsible bidder that meets the requirements.**

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to Gail Iler at (207) 624-3431, use electronic RFI form or email questions to [RFI-Contracts.MDOT@maine.gov](mailto:RFI-Contracts.MDOT@maine.gov), project name and identification number should be in the subject line. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Contract Bid Books, specifications and bid forms are available at <http://www.maine.gov/mdot/contractors/>. They may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Offices. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, between the hours of 8:00 a.m. to 4:30 p.m., may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m., or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

**There will be no bid bonds, performance bonds or payment bond required.**

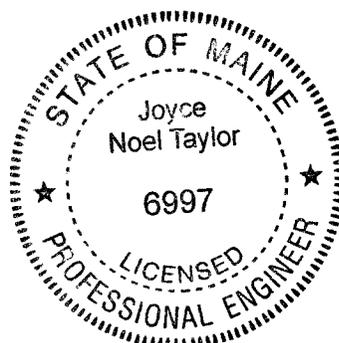
Each Bid must be made upon blank forms provided by the Department.

This Contract is subject to all applicable State and Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition", price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, price \$20 [\$25 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

The right is hereby reserved to the Maine DOT to reject any or all bids.

Augusta, Maine  
January 14, 2015



*Joyce Noel Taylor*  
JOYCE NOEL TAYLOR, PE.  
CHIEF ENGINEER

APPROVED  
AS NOTED  
RETURNED FOR INFO.  
*[Signature]*  
COMMISSIONER

✓  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*1/16/15*  
(DATE)

# NOTICE

All bids for Federal Projects **shall** be accompanied by the DBE Proposed Utilization form. If you are submitting an electronic bid, the DBE Utilization Form may be faxed to 207-624-3431. Failure to submit the form with the bid will be considered a curable defect.

**SPECIAL PROVISION 102.7.3**  
**ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/> . It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

**CONTRACTOR**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
(Name and Title Printed)

**SCHEDULE OF ITEMS – ON CALL ARBORIST SERVICES**  
**REGION 1, Section 1**

Please enter your Company Name Here \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Daily Mobilization
1	Two person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
2	Two person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
3	Three person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
4	Three person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
5	Four person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
6	Four person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
7	Three person climbing crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
8	Four person climbing crew with at least two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
9	Three person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
10	Four person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
11	Two person crew, off road aerial lift (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
12	Two person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
13	Three person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
14	Three person crew, off road aerial lift (minimum 70 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Four person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
16	Four person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
17	Crane (minimum 110 ft. reach) and operator	Hour	\$	\$	\$
18	Log loader with operator	Hour	\$	\$	\$
19	Log loader with operator and ground person	Hour	\$	\$	\$
20	"light on the land" off road tractor or equivalent to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
21	Self-propelled stump grinder with operator	Hour	\$	\$	\$
22	Chip Truck with operator (12-14 yard minimum capacity)	Hour	\$	\$	\$

**Contractors may bid on any or all Pay Items and may bid on any or all Regions or Region Sections**

**SCHEDULE OF ITEMS – ON CALL ARBORIST SERVICES**  
**REGION 1, Section 2**

Please enter your Company Name Here \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Daily Mobilization
1	Two person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
2	Two person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
3	Three person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
4	Three person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
5	Four person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
6	Four person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
7	Three person climbing crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
8	Four person climbing crew with at least two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
9	Three person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
10	Four person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
11	Two person crew, off road aerial lift (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
12	Two person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
13	Three person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
14	Three person crew, off road aerial lift (minimum 70 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Four person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
16	Four person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
17	Crane (minimum 110 ft. reach) and operator	Hour	\$	\$	\$
18	Log loader with operator	Hour	\$	\$	\$
19	Log loader with operator and ground person	Hour	\$	\$	\$
20	“light on the land” off road tractor or equivalent to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
21	Self-propelled stump grinder with operator	Hour	\$	\$	\$
22	Chip Truck with operator (12-14 yard minimum capacity)	Hour	\$	\$	\$

**Contractors may bid on any or all Pay Items and may bid on any or all Regions or Region Sections**

**SCHEDULE OF ITEMS – ON CALL ARBORIST SERVICES  
 REGION 2, Section 1**

Please enter your Company Name Here \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Daily Mobilization
1	Two person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
2	Two person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
3	Three person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
4	Three person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
5	Four person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
6	Four person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
7	Three person climbing crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
8	Four person climbing crew with at least two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
9	Three person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
10	Four person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
11	Two person crew, off road aerial lift (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
12	Two person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
13	Three person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
14	Three person crew, off road aerial lift (minimum 70 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Four person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
16	Four person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
17	Crane (minimum 110 ft. reach) and operator	Hour	\$	\$	\$
18	Log loader with operator	Hour	\$	\$	\$
19	Log loader with operator and ground person	Hour	\$	\$	\$
20	“light on the land” off road tractor or equivalent to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
21	Self-propelled stump grinder with operator	Hour	\$	\$	\$
22	Chip Truck with operator (12-14 yard minimum capacity)	Hour	\$	\$	\$

**Contractors may bid on any or all Pay Items and may bid on any or all Regions or Region Sections**

**SCHEDULE OF ITEMS – ON CALL ARBORIST SERVICES**  
**REGION 2, Section 2**

Please enter your Company Name Here \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Daily Mobilization
1	Two person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
2	Two person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
3	Three person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
4	Three person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
5	Four person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
6	Four person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
7	Three person climbing crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
8	Four person climbing crew with at least two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
9	Three person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
10	Four person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
11	Two person crew, off road aerial lift (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
12	Two person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
13	Three person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
14	Three person crew, off road aerial lift (minimum 70 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Four person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
16	Four person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
17	Crane (minimum 110 ft. reach) and operator	Hour	\$	\$	\$
18	Log loader with operator	Hour	\$	\$	\$
19	Log loader with operator and ground person	Hour	\$	\$	\$
20	"Tight on the land" off road tractor or equivalent to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
21	Self-propelled stump grinder with operator	Hour	\$	\$	\$
22	Chip Truck with operator (12-14 yard minimum capacity)	Hour	\$	\$	\$

**Contractors may bid on any or all Pay Items and may bid on any or all Regions or Region Sections**

**SCHEDULE OF ITEMS – ON CALL ARBORIST SERVICES**  
**REGION 3, Section 1**

Please enter your Company Name Here \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Daily Mobilization
1	Two person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
2	Two person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
3	Three person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
4	Three person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
5	Four person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
6	Four person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
7	Three person climbing crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
8	Four person climbing crew with at least two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
9	Three person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
10	Four person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
11	Two person crew, off road aerial lift (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
12	Two person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
13	Three person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
14	Three person crew, off road aerial lift (minimum 70 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Four person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
16	Four person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
17	Crane (minimum 110 ft. reach) and operator	Hour	\$	\$	\$
18	Log loader with operator	Hour	\$	\$	\$
19	Log loader with operator and ground person	Hour	\$	\$	\$
20	"light on the land" off road tractor or equivalent to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
21	Self-propelled stump grinder with operator	Hour	\$	\$	\$
22	Chip Truck with operator (12-14 yard minimum capacity)	Hour	\$	\$	\$

**Contractors may bid on any or all Pay Items and may bid on any or all Regions or Region Sections**

**SCHEDULE OF ITEMS – ON CALL ARBORIST SERVICES**  
**REGION 3, Section 2**

Please enter your Company Name Here \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Daily Mobilization
1	Two person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
2	Two person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
3	Three person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
4	Three person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
5	Four person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
6	Four person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
7	Three person climbing crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
8	Four person climbing crew with at least two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
9	Three person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
10	Four person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
11	Two person crew, off road aerial lift (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
12	Two person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
13	Three person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
14	Three person crew, off road aerial lift (minimum 70 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Four person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
16	Four person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
17	Crane (minimum 110 ft. reach) and operator	Hour	\$	\$	\$
18	Log loader with operator	Hour	\$	\$	\$
19	Log loader with operator and ground person	Hour	\$	\$	\$
20	"Tight on the land" off road tractor or equivalent to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
21	Self-propelled stump grinder with operator	Hour	\$	\$	\$
22	Chip Truck with operator (12-14 yard minimum capacity)	Hour	\$	\$	\$

**Contractors may bid on any or all Pay Items and may bid on any or all Regions or Region Sections**

**SCHEDULE OF ITEMS – ON CALL ARBORIST SERVICES**  
**REGION 4, Section 1**

Please enter your Company Name Here \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Daily Mobilization
1	Two person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
2	Two person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
3	Three person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
4	Three person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
5	Four person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
6	Four person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
7	Three person climbing crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
8	Four person climbing crew with at least two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
9	Three person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
10	Four person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
11	Two person crew, off road aerial lift (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
12	Two person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
13	Three person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
14	Three person crew, off road aerial lift (minimum 70 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Four person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
16	Four person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
17	Crane (minimum 110 ft. reach) and operator	Hour	\$	\$	\$
18	Log loader with operator	Hour	\$	\$	\$
19	Log loader with operator and ground person	Hour	\$	\$	\$
20	“light on the land” off road tractor or equivalent to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
21	Self-propelled stump grinder with operator	Hour	\$	\$	\$
22	Chip Truck with operator (12-14 yard minimum capacity)	Hour	\$	\$	\$

**Contractors may bid on any or all Pay Items and may bid on any or all Regions or Region Sections**

**SCHEDULE OF ITEMS – ON CALL ARBORIST SERVICES  
 REGION 4, Section 2**

Please enter your Company Name Here \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Daily Mobilization
1	Two person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
2	Two person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
3	Three person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
4	Three person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
5	Four person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
6	Four person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
7	Three person climbing crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
8	Four person climbing crew with at least two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
9	Three person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
10	Four person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
11	Two person crew, off road aerial lift (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
12	Two person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
13	Three person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
14	Three person crew, off road aerial lift (minimum 70 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Four person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
16	Four person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
17	Crane (minimum 110 ft. reach) and operator	Hour	\$	\$	\$
18	Log loader with operator	Hour	\$	\$	\$
19	Log loader with operator and ground person	Hour	\$	\$	\$
20	“light on the land” off road tractor or equivalent to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
21	Self-propelled stump grinder with operator	Hour	\$	\$	\$
22	Chip Truck with operator (12-14 yard minimum capacity)	Hour	\$	\$	\$

**Contractors may bid on any or all Pay Items and may bid on any or all Regions or Region Sections**

**SCHEDULE OF ITEMS – ON CALL ARBORIST SERVICES  
 REGION 4, Section 3**

Please enter your Company Name Here \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Daily Mobilization
1	Two person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
2	Two person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
3	Three person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
4	Three person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
5	Four person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
6	Four person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
7	Three person climbing crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
8	Four person climbing crew with at least two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
9	Three person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
10	Four person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
11	Two person crew, off road aerial lift (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
12	Two person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
13	Three person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
14	Three person crew, off road aerial lift (minimum 70 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Four person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
16	Four person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
17	Crane (minimum 110 ft. reach) and operator	Hour	\$	\$	\$
18	Log loader with operator	Hour	\$	\$	\$
19	Log loader with operator and ground person	Hour	\$	\$	\$
20	“light on the land” off road tractor or equivalent to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
21	Self-propelled stump grinder with operator	Hour	\$	\$	\$
22	Chip Truck with operator (12-14 yard minimum capacity)	Hour	\$	\$	\$

**Contractors may bid on any or all Pay Items and may bid on any or all Regions or Region Sections**

**SCHEDULE OF ITEMS – ON CALL ARBORIST SERVICES  
 REGION 4, Section 4**

Please enter your Company Name Here \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Daily Mobilization
1	Two person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
2	Two person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
3	Three person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
4	Three person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
5	Four person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
6	Four person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
7	Three person climbing crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
8	Four person climbing crew with at least two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
9	Three person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
10	Four person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
11	Two person crew, off road aerial lift (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
12	Two person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
13	Three person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
14	Three person crew, off road aerial lift (minimum 70 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Four person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
16	Four person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
17	Crane (minimum 110 ft. reach) and operator	Hour	\$	\$	\$
18	Log loader with operator	Hour	\$	\$	\$
19	Log loader with operator and ground person	Hour	\$	\$	\$
20	“light on the land” off road tractor or equivalent to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
21	Self-propelled stump grinder with operator	Hour	\$	\$	\$
22	Chip Truck with operator (12-14 yard minimum capacity)	Hour	\$	\$	\$

**Contractors may bid on any or all Pay Items and may bid on any or all Regions or Region Sections**

**SCHEDULE OF ITEMS – ON CALL ARBORIST SERVICES  
 REGION 5, Section 1**

Please enter your Company Name Here \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Daily Mobilization
1	Two person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
2	Two person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
3	Three person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
4	Three person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
5	Four person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
6	Four person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
7	Three person climbing crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
8	Four person climbing crew with at least two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
9	Three person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
10	Four person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
11	Two person crew, off road aerial lift (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
12	Two person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
13	Three person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
14	Three person crew, off road aerial lift (minimum 70 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Four person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
16	Four person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
17	Crane (minimum 110 ft. reach) and operator	Hour	\$	\$	\$
18	Log loader with operator	Hour	\$	\$	\$
19	Log loader with operator and ground person	Hour	\$	\$	\$
20	“light on the land” off road tractor or equivalent to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
21	Self-propelled stump grinder with operator	Hour	\$	\$	\$
22	Chip Truck with operator (12-14 yard minimum capacity)	Hour	\$	\$	\$

**Contractors may bid on any or all Pay Items and may bid on any or all Regions or Region Sections**

**SCHEDULE OF ITEMS – ON CALL ARBORIST SERVICES**  
**REGION 5, Section 2**

Please enter your Company Name Here \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Daily Mobilization
1	Two person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
2	Two person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
3	Three person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
4	Three person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
5	Four person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
6	Four person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
7	Three person climbing crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
8	Four person climbing crew with at least two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
9	Three person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
10	Four person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
11	Two person crew, off road aerial lift (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
12	Two person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
13	Three person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
14	Three person crew, off road aerial lift (minimum 70 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Four person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
16	Four person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
17	Crane (minimum 110 ft. reach) and operator	Hour	\$	\$	\$
18	Log loader with operator	Hour	\$	\$	\$
19	Log loader with operator and ground person	Hour	\$	\$	\$
20	“light on the land” off road tractor or equivalent to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
21	Self-propelled stump grinder with operator	Hour	\$	\$	\$
22	Chip Truck with operator (12-14 yard minimum capacity)	Hour	\$	\$	\$

**Contractors may bid on any or all Pay Items and may bid on any or all Regions or Region Sections**

**SCHEDULE OF ITEMS – ON CALL ARBORIST SERVICES  
 REGION 5, Section 3**

Please enter your Company Name Here \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Daily Mobilization
1	Two person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
2	Two person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
3	Three person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
4	Three person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
5	Four person crew, bucket truck (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
6	Four person crew, bucket truck (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
7	Three person climbing crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
8	Four person climbing crew with at least two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
9	Three person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
10	Four person ground crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
11	Two person crew, off road aerial lift (minimum 60 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
12	Two person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
13	Three person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
14	Three person crew, off road aerial lift (minimum 70 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Four person crew, off road aerial lift (minimum 60 ft. work height), truck, chipper, and chainsaws	Hour	\$	\$	\$
16	Four person crew, off road aerial lift (minimum 70 ft. work height), chipper, and chainsaws	Hour	\$	\$	\$
17	Crane (minimum 110 ft. reach) and operator	Hour	\$	\$	\$
18	Log loader with operator	Hour	\$	\$	\$
19	Log loader with operator and ground person	Hour	\$	\$	\$
20	“light on the land” off road tractor or equivalent to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
21	Self-propelled stump grinder with operator	Hour	\$	\$	\$
22	Chip Truck with operator (12-14 yard minimum capacity)	Hour	\$	\$	\$

**Contractors may bid on any or all Pay Items and may bid on any or all Regions or Region Sections**

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_ **(Contractor)** a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for **ON CALL ARBORIST SERVICES**, in Region 1, Sections 1 and 2 in the counties of York, Cumberland, Oxford, Androscoggin, and Sagadahoc; in Region 2, Sections 1 & 2 in the counties of Androscoggin, Sagadahoc, Kennebec, Lincoln, Knox, Waldo, and Somerset; in Region 3, Section 1 & 2 in the counties of Androscoggin, Kennebec, Oxford, Franklin, Somerset, and Piscataquis; in Region 4, Sections 1, 2, 3 & 4 in the counties of Penobscot, Hancock, and Washington; and in Region 5, Sections 1, 2, & 3 in the counties of Piscataquis, Aroostook, and Washington awarded in Maine. The Work includes routine maintenance, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **February 27, 2016.**

**C. Price.**

The quantities and sections bid in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount. The Department does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the prices bid.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for **ON CALL ARBORIST SERVICES**, in Region 1, Sections 1 and 2 in the counties of York, Cumberland, Oxford, Androscoggin, and Sagadahoc; in Region 2, Sections 1 & 2 in the counties of Androscoggin, Sagadahoc, Kennebec, Lincoln, Knox, Waldo, and Somerset; in Region 3, Section 1 & 2 in the counties of Androscoggin, Kennebec,

Oxford, Franklin, Somerset, and Piscataquis; in Region 4, Sections 1, 2, 3 & 4 in the counties of Penobscot, Hancock, and Washington; and in Region 5, Sections 1, 2, & 3 in the counties of Piscataquis, Aroostook, and Washington, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with their bid.

Third: The Contractor will complete work as given in assignments.

Fourth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted for (see checked boxes):

Region 1 Section 1

Region 4 Section 1

Section 2

Section 2

Region 2 Section 1

Section 3

Section 2

Section 4

Region 3 Section 1

Region 5 Section 1

Section 2

Section 2

Section 3

The contract amount is:

\$ \_\_\_\_\_.

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David Bernhardt, Commissioner

\_\_\_\_\_  
Witness

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_ **(Contractor)** a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for **ON CALL ARBORIST SERVICES**, in Region 1, Sections 1 and 2 in the counties of York, Cumberland, Oxford, Androscoggin, and Sagadahoc; in Region 2, Sections 1 & 2 in the counties of Androscoggin, Sagadahoc, Kennebec, Lincoln, Knox, Waldo, and Somerset; in Region 3, Section 1 & 2 in the counties of Androscoggin, Kennebec, Oxford, Franklin, Somerset, and Piscataquis; in Region 4, Sections 1, 2, 3 & 4 in the counties of Penobscot, Hancock, and Washington; and in Region 5, Sections 1, 2, & 3 in the counties of Piscataquis, Aroostook, and Washington awarded in Maine. The Work includes routine maintenance, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **February 27, 2016.**

**C. Price.**

The quantities and sections bid in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount. The Department does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the prices bid.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for **ON CALL ARBORIST SERVICES**, in Region 1, Sections 1 and 2 in the counties of York, Cumberland, Oxford, Androscoggin, and Sagadahoc; in Region 2, Sections 1 & 2 in the counties of Androscoggin, Sagadahoc, Kennebec, Lincoln, Knox, Waldo, and Somerset; in Region 3, Section 1 & 2 in the counties of Androscoggin, Kennebec,

Oxford, Franklin, Somerset, and Piscataquis; in Region 4, Sections 1, 2, 3 & 4 in the counties of Penobscot, Hancock, and Washington; and in Region 5, Sections 1, 2, & 3 in the counties of Piscataquis, Aroostook, and Washington, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with their bid.

Third: The Contractor will complete work as given in assignments.

Fourth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted for (see checked boxes):

- |          |           |                          |          |           |                          |
|----------|-----------|--------------------------|----------|-----------|--------------------------|
| Region 1 | Section 1 | <input type="checkbox"/> | Region 4 | Section 1 | <input type="checkbox"/> |
|          | Section 2 | <input type="checkbox"/> |          | Section 2 | <input type="checkbox"/> |
| Region 2 | Section 1 | <input type="checkbox"/> |          | Section 3 | <input type="checkbox"/> |
|          | Section 2 | <input type="checkbox"/> |          | Section 4 | <input type="checkbox"/> |
| Region 3 | Section 1 | <input type="checkbox"/> | Region 5 | Section 1 | <input type="checkbox"/> |
|          | Section 2 | <input type="checkbox"/> |          | Section 2 | <input type="checkbox"/> |
|          |           |                          |          | Section 3 | <input type="checkbox"/> |

The contract amount is:

\$\_\_\_\_\_.

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David Bernhardt, Commissioner

\_\_\_\_\_  
Witness

## CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and ABC Company (Contractor) a corporation or other legal entity organized under the laws of the State of STATE, with its principal place of business located at 123 Street, Anytown, ST 11111.

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for **ON CALL ARBORIST SERVICES**, in Region 1, Sections 1 and 2 in the counties of York, Cumberland, Oxford, Androscoggin, and Sagadahoc; in Region 2, Sections 1 & 2 in the counties of Androscoggin, Sagadahoc, Kennebec, Lincoln, Knox, Waldo, and Somerset; in Region 3, Section 1 & 2 in the counties of Androscoggin, Kennebec, Oxford, Franklin, Somerset, and Piscataquis; in Region 4, Sections 1, 2, 3 & 4 in the counties of Penobscot, Hancock, and Washington; and in Region 5, Sections 1, 2, & 3 in the counties of Piscataquis, Aroostook, and Washington awarded in Maine. The Work includes routine maintenance, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **February 27, 2016**.

**C. Price.**

The quantities and sections bid in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount. The Department does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the prices bid.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for **ON CALL ARBORIST SERVICES**, in Region 1, Sections 1 and 2 in the counties of York, Cumberland, Oxford, Androscoggin, and Sagadahoc; in Region 2, Sections 1 & 2 in the counties of Androscoggin, Sagadahoc, Kennebec, Lincoln, Knox, Waldo, and Somerset; in Region 3, Section 1 & 2 in the counties of Androscoggin, Kennebec,

Oxford, Franklin, Somerset, and Piscataquis; in Region 4, Sections 1, 2, 3 & 4 in the counties of Penobscot, Hancock, and Washington; and in Region 5, Sections 1, 2, & 3 in the counties of Piscataquis, Aroostook, and Washington, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with their bid.

Third: The Contractor will complete work as given in assignments.

Fourth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

<p><b>(Date Here)</b></p> <hr/> <p style="text-align: center;">Date</p> <p><b>(Sign Here)</b></p> <hr/> <p style="text-align: center;">Witness</p>	<p style="text-align: center;"><b>CONTRACTOR</b> <b>(Sign Here)</b></p> <hr/> <p style="text-align: center;">(Signature of Legally Authorized Representative of the Contractor)</p> <p style="text-align: center;"><b>(Print Name Here)</b></p> <hr/> <p style="text-align: center;">(Name and Title Printed)</p>
--	---

**G. Award.**

Your offer is hereby accepted for (see checked boxes):

<p>Region 1    Section 1    <input type="checkbox"/></p> <p style="padding-left: 100px;">Section 2    <input type="checkbox"/></p> <p>Region 2    Section 1    <input type="checkbox"/></p> <p style="padding-left: 100px;">Section 2    <input type="checkbox"/></p> <p>Region 3    Section 1    <input type="checkbox"/></p> <p style="padding-left: 100px;">Section 2    <input type="checkbox"/></p>	<p>Region 4    Section 1    <input type="checkbox"/></p> <p style="padding-left: 100px;">Section 2    <input type="checkbox"/></p> <p style="padding-left: 100px;">Section 3    <input type="checkbox"/></p> <p style="padding-left: 100px;">Section 4    <input type="checkbox"/></p> <p>Region 5    Section 1    <input type="checkbox"/></p> <p style="padding-left: 100px;">Section 2    <input type="checkbox"/></p> <p style="padding-left: 100px;">Section 3    <input type="checkbox"/></p>
--	---

The contract amount is:

\$ \_\_\_\_\_.

This award consummates the Contract, and the documents referenced herein.

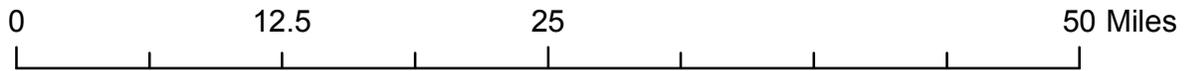
MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

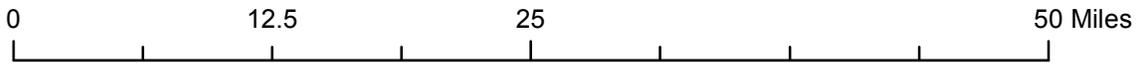
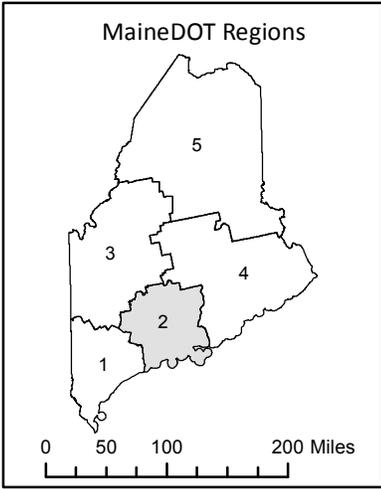
\_\_\_\_\_  
By: David Bernhardt, Commissioner

\_\_\_\_\_  
Witness

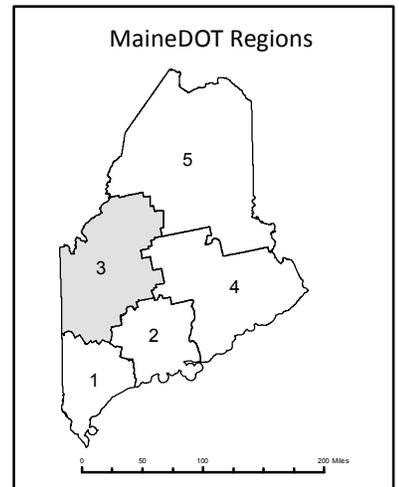
# Region 1



# Region 2



# Region 3



0 12.5 25 50 Miles

# Region 4

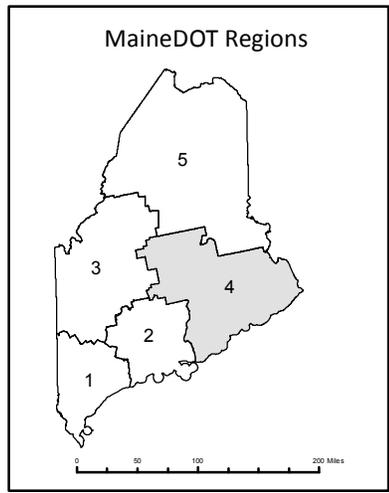
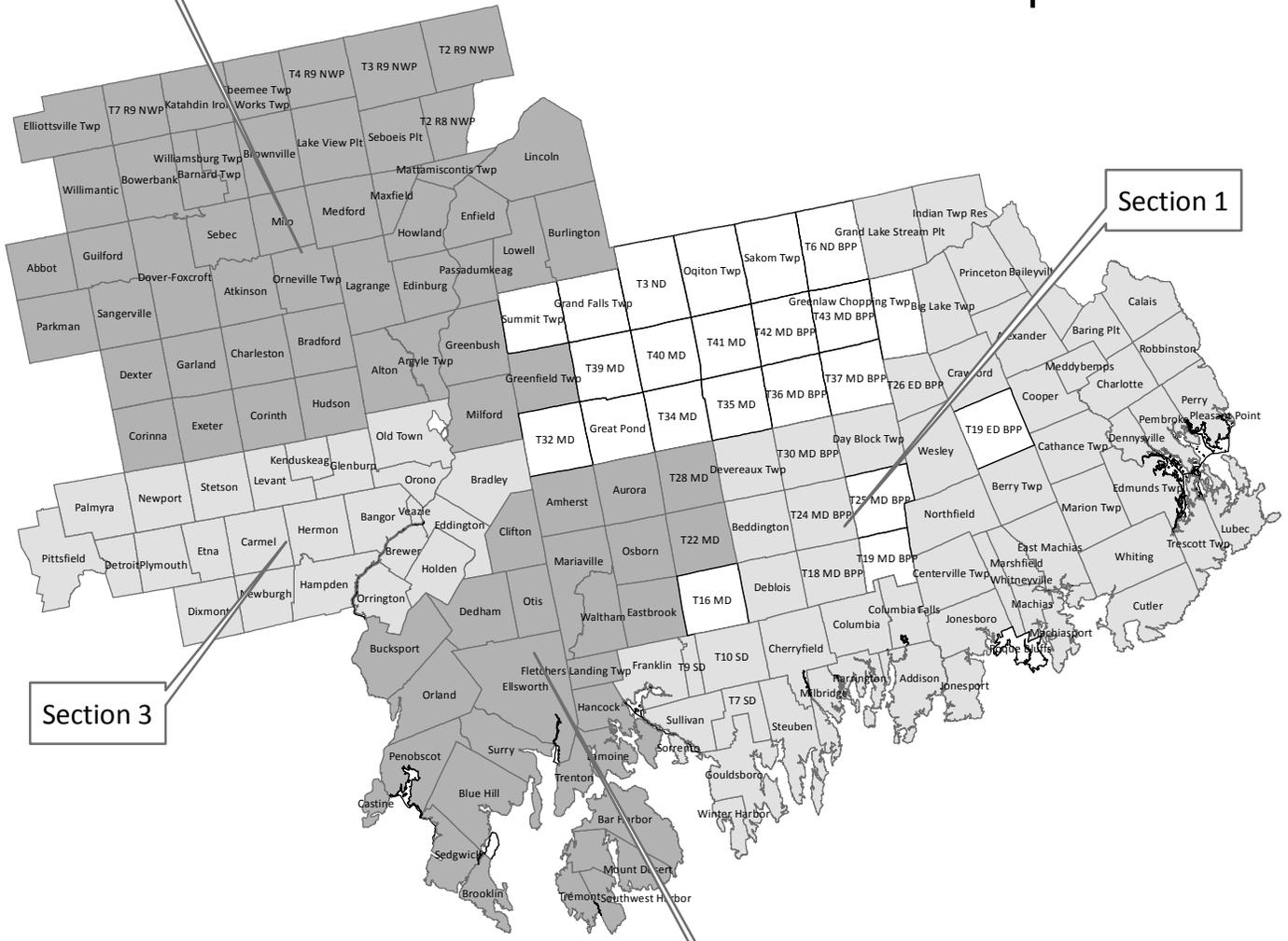


Section 4

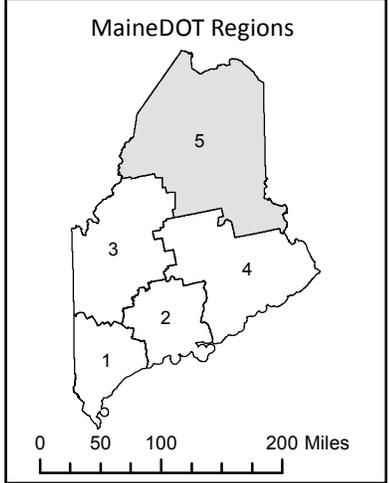
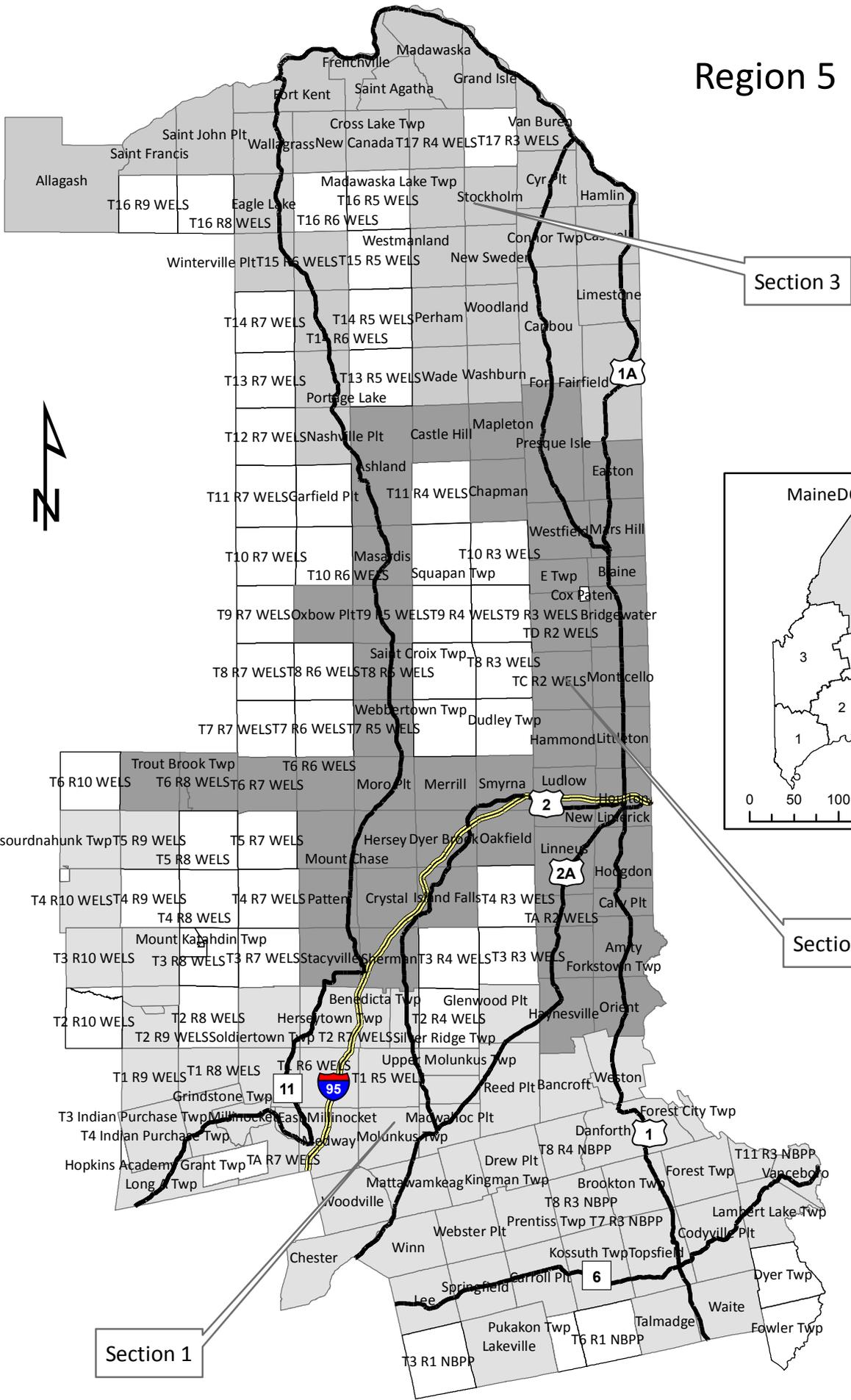
Section 1

Section 3

Section 2



# Region 5



NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]

SPECIAL PROVISION  
ON CALL ARBORIST SERVICES

I. Scope of Work

The purpose of the Work is to remove or prune trees to: reduce the risk of trees or limbs falling into the roadway; improve visibility along the road corridor; improve visibility of large animals; increase sunlight to the road surface in winter; and improve the safety clear zone. The Work will include pruning or removal of trees within the roadside right of way. Work may take place at transportation facilities, on state maintained roads, or the interstate system. The Department and the Contractor will agree to the scope, scheduling, and traffic control coordination. The Contractor chosen shall perform the Work in a timely and efficient manner. Failure to do so may result in termination of the Contract.

The Contract may not include all tree work within the region. Work that may not be performed under this Contract includes but may not be limited to Work that falls under Capitol Work Plan or Program projects, Work performed by Department personnel, or emergency Work in which none of the available On Call Arborist Services Contractors is able to meet the immediate need of the Department. An emergency is defined as an immediate need to protect the health and safety of the public, employees, or others and to prevent or minimize destruction or damage of infrastructure. In the event the Arborist Services Contractor is unable to meet the immediate need, the Department reserves the right to hire other Contractors to perform such Work.

II. Measurement and Payment

There are 3 payment types associated with each of the line items, known as the Pay Items in the Schedule of Items. These 3 payment types are Unit Cost, Hourly Mobilization, and Daily Mobilization.

Unit Cost is the cost for the Pay Item when that item is at Work. Work begins when the contractor crew arrives at the first location and ends when the crew leaves the last location at the end of a work day. The Department will pay for time a Pay Item is used for Work based on the Unit Price provided in the Schedule of Items called Unit Cost. Once at Work, travel between locations of Work during the day will also be paid at the Unit Cost for the Pay Item in the Schedule of Items.

Travel to and from Work each day is paid using the Hourly Mobilization rate for the individual Pay Item, provided the crew is not staying overnight in the area.

Daily Mobilization compensates the Contractor for travel and room and board associated with the Pay Item and is paid each day *in addition to* the Unit Cost when a crew stays in the area of Work overnight. Daily Mobilization will begin on the first day of Work when a crew stays in the area overnight. A Pay Item will not be eligible for Hourly Mobilization when paying Daily Mobilization for the Pay Item. On the last day of Work the Department will not pay Daily Mobilization and will pay Hourly Mobilization from the location of overnight stay to Work and from Work for the return trip to the place of business or the established crew location.

Regions may require that debris including logs and chips be hauled away from the Work location to a specified location. Contractors will be paid based on the Pay Item Unit Cost in the Contract when debris is hauled to a specified location for Department purposes. When debris is hauled away for disposal at the discretion of the Contractor such Work shall be incidental to the Contract.

Refer to Special Provision (Mobilization) for more details regarding Mobilization.

Region 1, Sections 1 & 2, Region 2, Sections 1 & 2,  
Region 3, Section 1 & 2, Region 4, Sections 1, 2, 3 & 4,  
and Region 5, Sections 1, 2, & 3  
On Call Arborist Services  
February 4, 2015

General Notes

1. The Contractor shall employ a Maine licensed arborist for on site supervision of activities requiring work off the ground such as bucket truck operation or ascending trees by hand to prune or remove trees.
2. Work can be performed at any time except Saturdays, Sundays, Holidays and state government closure days, unless expressly specified otherwise in this Contract. Holidays are defined as New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. If a Holiday occurs on a Saturday, the preceding Friday shall be considered a Holiday. Saturday, Sunday or Holiday Work must be approved by the Department.
3. The Contractor has the authority and responsibility to perform all Work in Conformity with the Contract. The Department has the authority and responsibility to assure that the Contractor does so. The Contractor and the Department agree to function within all applicable laws, statutes, regulations and Contract provisions. The Department may stop Work if violations are observed. The Contractor shall not resume Work until the violations are resolved to the satisfaction of the Department.
4. The Contractor will not be compensated for Non-conforming Work, non-approved work, regulatory violations, or fraudulent reporting.
5. The Contractor/s and the Department shall have a pre-construction meeting at the Region Office to review policies, procedures, and regulations.
6. The Department may increase or decrease Pay Item quantities from the estimated quantities shown in the Bid Documents, and such increase or decrease shall not be considered Extra Work. Except as expressly provided otherwise in this Contract, the Contractor shall be paid for actual quantities in place and accepted at the Unit Prices contained in the Contractor's Bid.
7. Contractors may use Department maintenance lots to store trucks and equipment while operating in the crew area covered by the camp. Arrangements must be made in advance with the assigned representative for the Region.

8. Contractors shall provide all safeguards, safety devices, and protective Equipment and take all other action that is necessary to continuously and effectively protect the safety and health of all persons from hazards related to the Work, including but not limited to hard hats, reflective vests, safety glasses, hearing protection, steel toe boots and chainsaw chaps. Contractors shall comply with all applicable federal, State, and local laws including all applicable laws and regulations of governing safety, health, and sanitation.
9. The Contractor shall coordinate Work, schedule and traffic control, the use of Department maintenance lots and invoicing with the assigned representative for the Region.
10. Chips dispersed in roadside areas shall not impede the flow of water in ditches and chip piles shall not exceed a height of 4 inches.
11. All stumps shall be cut to a height of 4 inches or less measured from ground elevation.

**SPECIAL PROVISION**  
**SECTION 103**  
**AWARD AND CONTRACTING**  
**(Basis of Award)**

Bids (quotes) are requested for all 5 Regions and Region Sections in the state. A Bidder is not required to Bid all sections, and may Bid on one or more region(s) or sections of region(s). A Bidder is not required to Bid on all Items in the Schedule of Items and may Bid on one or more Items and any combination of Items. All Apparent Successful Bidders will be offered a Contract to perform On Call Arborist Services in those sections of Regions and Regions that they have provided a Bid for if the Apparent Bidder complies with pre-award conditions, pre-execution requirements unless the Department chooses not to award section(s).

To qualify as a Successful Bidder, Contractors shall provide proof of State of Maine arborist licensure prior to Award. Contractors must also provide proof of liability insurance in accordance with State of Maine, Department of Transportation Standard Specifications Revision November 2014 before Contracts will be signed by the Department. Contractors may be required to demonstrate successful completion of projects of similar size and scope to be considered for Award of this Contract.

The Department and each responsive Bidder will enter into a Contract that will obligate each Bidder to perform Work pursuant to Assignment Letters at Unit Prices listed by the Bidder in the Schedule of Items depending upon the needs of the Department and according to the following terms. When Work is required, the Department representative will determine which Pay Items are needed to perform the Work. The Department representative will determine the Apparent Low Bidder based on the Pay Items in the bid including Daily and Hourly travel for each Pay Item.

The Department will provide the necessary traffic control. The Contractor and the Department representative will agree to a schedule allowing the Department to provide traffic control.

Work will be assigned under these Contracts according to the following process: The Contractor with the lowest Bid for the particular Work (the "Assignment") will have first option to perform Work pursuant to an Assignment Letter. If this Contractor is unable to accept the Work, then the Department will contact the firm that submitted the next lowest Bid to see if that Contractor will accept the Assignment and subsequent Contractors in ascending order of the amount of their Bids, until a Contractor accepts the Assignment. Upon mutual agreement, an Assignment Letter will then be sent to the successful Contractor. The Work described in this letter will become part of the Contract.

Region 1, Sections 1 & 2, Region 2, Sections 1 & 2,  
Region 3, Section 1 & 2, Region 4, Sections 1, 2, 3 & 4,  
and Region 5, Sections 1, 2, & 3  
On Call Arborist Services  
February 4, 2015

If, a Contractor fails to work when required or performs it in an unsatisfactory manner, or fails to meet other contractual requirements, the Department may issue a written warning. If the Contractor subsequently fails to work when required or performs it in an unsatisfactory manner, or fails to meet other contractual requirements, the Department reserves the right to immediately terminate the Contract by written Notice of Termination. In this event, the Department may complete the work with its own forces or enter into an Assignment Letter with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required to complete the Assignment. If a party under an Assignment Letter Contract with the Department continually refuses Assignment Letter Work, their Contract shall be subject to termination.

The accepted quantities will be paid for in accordance with Special Provisions. The dollar amount of this Contract does not guarantee that the Department will assign Work for any or all of the total amount. The following represents a yearly average for the previous 6 year period for contracted expenditures by Region.

Region 1	\$192,000.00
Region 2	\$214,000.00
Region 3	\$148,000.00
Region 4	\$189,000.00
Region 5	\$131,500.00

Region 1, Sections 1 & 2, Region 2, Sections 1 & 2,  
Region 3, Section 1 & 2, Region 4, Sections 1, 2, 3 & 4,  
and Region 5, Sections 1, 2, & 3  
On Call Arborist Services  
February 4, 2015

**SPECIAL PROVISION**  
**SECTION 107**  
**TIME**  
**(Contract Time)**

Work will be assigned under these contracts beginning after contract execution or March 2, 2015 whichever is latest and continuing until February 27, 2016.

**SPECIAL PROVISION SECTION 108**  
**(Invoices and Payment)**

**INVOICES AND PAYMENT**

The Contractor shall submit an itemized invoice to the Department for services monthly and at the completion of the Work or as otherwise noted in the Contract documents for approval and payment.

At a minimum, invoices shall include the following information:

Contractor name, address & Contract Number  
Invoice Date & Number  
Dates of Service  
Description and Location of Service  
Quantities at the Prices contained in the Contractor's Bid  
Extra Work agreed to by written Contract Modification  
Total amount due

The Department will make payments based upon approved complete and correct invoices for accepted Work invoiced at bid prices. No such payment will be made if, in the judgment of the Department, the Work is not in accordance with the provisions of the Contract.

Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are Incidental to the Contract. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax. No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor. The Department may require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

The Department may withhold payments claimed by the Contractor on account of:

- A. Incomplete, Inaccurate or Incorrect Invoices,
- B. Defective Work or non-conforming Work,

Region 1, Sections 1 & 2, Region 2, Sections 1 & 2,  
Region 3, Section 1 & 2, Region 4, Sections 1, 2, 3 & 4,  
and Region 5, Sections 1, 2, & 3  
On Call Arborist Services  
February 4, 2015

- C. Damages for Non-conforming, Defective or Unauthorized Work or Equipment,
- D. Damage to a third party,
- E. Claims filed or reasonable evidence indicating probable filing of claims,
- F. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- G. Regulatory non-compliance or enforcement,
- H. Failure to submit Documentation
- I. Repetitive Breakdowns
- J. Equipment rejected due to condition
- K. All other causes that the Department reasonably determines negatively affect the State's interest

The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract. Upon Final Acceptance, the Contractor is released from further obligation, except for warranty obligations provided for in this Contract.

The following sections from the Standard Specifications November 2014 Edition are included for clarification:

SECTION 104  
GENERAL RIGHTS AND RESPONSIBILITIES

104.5 Subcontracting

104.5.1 Limits on Subcontracting The Contractor shall perform at least 30% of the value of the Work with its own Work force, excluding any specialty items as designated in the contract documents by the Department.

The Contractor shall not carry the Workers of another recognized Contractor or firm on its payroll or a Subcontractor's payroll. The Contractor shall not use any Subcontractors that are debarred from Bidding by the Federal Government or any agency of the State of Maine.

104.5.2 Contractor's Duties Regarding Subcontractors Subcontractors are solely the responsibility of the Contractor. The Contractor is responsible for assuring that its Subcontractors have sufficient skill and experience to perform the Work properly and for coordinating and managing its Subcontractors to achieve the intent of the Contract. The Contractor agrees to indemnify, defend, and hold harmless the Department from and against all claims and causes of action arising out of any act or omission of Subcontractors, their agents, representatives, and employees. The Contractor agrees to indemnify the Department and hold the Department harmless from any claims asserted by its Subcontractors including any claims to recover losses allegedly suffered by a Subcontractor. Subcontracting does not alter or diminish the Contractor's obligations under the Contract. For a related provision, see Section 105.1 - Intent of the Contract.

104.5.3 Documentation Regarding Subcontracting Before any Work is performed by a Subcontractor, the Contractor shall provide the Department a Subcontract approval package.

A list of all Subcontractors that the Contractor anticipates will be providing Work within the Project Limits The Contractor shall continuously update the Subcontractor information and provide it to the Department throughout the duration of the Project.

If requested by the Department, the Contractor shall provide the Department with copies of any subcontract or other document that establishes the relationship of the Contractor and any Subcontractors.

104.5.4 Discharge of Subcontractors The Department, upon written notice to the Contractor, may require that the Contractor discharge any Subcontractor without cost or liability to the Department. If the Department determines that a Subcontractor's performance jeopardizes the intent of the Contract otherwise, the Department may, but is not required, to notify the Contractor of such a determination. Such notice, or lack thereof, does not affect the Contractor's duties regarding Subcontractors. Upon Receipt of such notice, the Contractor shall take any action it determines is necessary to fulfill its obligations under the Contract. For related provisions, see Sections 104.3.4 - Workers and Equipment,

104.5.2 - Contractor's Duties Regarding Subcontractors, 105.1 - Intent of the Contract, and 105.2 - Health and Safety.

104.5.5 Prompt Payment of Subcontractors

A. Pay When Paid The Contractor shall pay Subcontractors in full for all Work satisfactorily performed and Invoiced by the Subcontractor no later than 30 Days from the date the Contractor receives payment from the Department for such Subcontractor's Work. Contractor will insure that its Subcontractors pay all Sub-Subcontractors, including suppliers and material men, no later than 30 days from the date that they receive payment from the Contractor.

B. Retainage The Contractor shall return to the Subcontractor all retainage withheld from the Subcontractor within 30 Days after the date the Subcontractor's Work is satisfactorily completed. If there is a Delay in such return of retainage, the Subcontractor may pursue all rights it may have under the claims procedure referenced in Section 104.5.6 - Subcontractor Claims for Payment.

104.5.6 Subcontractor Claims for Payment The Contractor agrees to notify all Subcontractors of the claim filing procedure of Payment and Performance bonds required by 110.2.1. The Department may use retainage and other remaining project funds to pay outstanding claims for Accepted Work.

104.5.7 Flow Down All subcontracts of the Contractor, and all lower tier subcontracts, shall contain or reference all applicable provisions of the Contract, including all safety, wage, Prompt payment, labor, environmental, and equal opportunity provisions. The Contractor indemnifies and hold harmless the Department against any and all claims or liabilities arising from the failure to include such flow down provisions and agrees that any such claims and liabilities may be paid by the Department using retainage on other Project funds.

104.5.8 No Third Party Beneficiaries The Contractor and the Department agree that this Contract is not intended to create any third-party beneficiaries or to authorize anyone not a party to the Contract to maintain an action under Contract provisions.

SECTION 110 - INDEMNIFICATION, BONDING AND INSURANCE

Scope of Section This Section contains general requirements for indemnification, bonding, and insurance by the Contractor.

110.1 Indemnification The Contractor agrees to indemnify, defend, and hold harmless the Department and its officers, directors, employees, agents and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury (including sickness, disease, or death) and property damage arising out of or relating to this Contract or the performance of Work by the Contractor, its Subcontractors, subconsultants, Engineers, suppliers, any individuals or entities directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, excepting only claims directly and solely caused by the negligence of the Department. Damages covered include, but are not limited to, all Dispute resolution costs including court costs, attorney's fees, and the fees of

Engineers and consultants, arbitrators, and other professionals related to Dispute defense and preparation.

This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor, subconsultant, Engineer, supplier, or other individual or entity under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

110.3 Insurance The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Department of Business Regulation, Bureau of Insurance. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations, excluding warranty obligations.

110.3.1 Workers' Compensation For all operations performed by the Contractor and any Subcontractor, the Contractor and each Subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine. If maritime exposures exist, coverage shall include United States Long Shore and Harbor Workers coverage.

110.3.2 Commercial General Liability With respect to all operations performed by the Contractor and any Subcontractors, the Contractor and any Subcontractors shall carry commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages, and Insurance Services Office (ISO) form #CG25031185 or equivalent. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract including Section 110.1 - Indemnification. The coverage shall also include protection against damage claims due to use of explosives, collapse, and underground coverage if the Work involves such exposures.

When the work to be performed entails the use of barges, tug boats, work boats, supply boats, etc., Protection and Indemnity coverage shall be provided at the limits called for under Commercial General Liability insurance.

110.3.3 Automobile Liability The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Project. The minimum limit of liability under this Section shall be \$1,000,000.00 per occurrence.

#### 110.3.9 Administrative & General Provisions

A. Additional Insured Each policy with the exception of Workers' Compensation and Professional Liability insurance shall list the Department of Transportation as an additional insured.

B. Defense of Claims Each insurance policy shall include a provision requiring the carrier to investigate, defend, indemnify, and hold harmless all named insureds against any and all claims for death, bodily injury, or property damage, even if groundless.

C. Primary Insurance The insurance coverage provided by the Contractor shall be primary insurance with respect to the State, its officers, agents, and employees. Any insurance or self-insurance maintained by the State for its officers, agents, and employees is in excess of the Agent's insurance and shall not contribute with it.

D. Reporting Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the State, its officers, agents, and employees.

E. Separate Application The insurance provided by the Contractor shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Nothing in this document constitutes a waiver of any defense, immunity or limitation of liability that may be available to the Department, or its officers, agents or employees under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 st. seq.), and shall not constitute a waiver of other privileges or immunities that may be available to the Department.

**SPECIAL PROVISION**  
**Section 659**  
**(MOBILIZATION)**

The Contractor shall be paid for one Calendar Day of mobilization described as Daily Mobilization for each day they provide On Call Arborist Services to the Department where the work requires more than one day to complete **and** requires the crew to spend the night following that work day away from home. No travel time (Hourly Mobilization) is to be paid with this item. All travel time will be paid for with the hourly mobilization associated with each Pay Item in the Schedule of Pay Items.

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Daily Mobilization	Calendar Day

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The contractor shall be paid for mobilization by the hour (Hourly Mobilization) for time they travel to or from the project site to provide On Call Arborist Services to the Department. The contractor will be paid by the hour for the following:

Time it takes to travel to and from the work site. This time will be measured to and from the work site to the company's closest base of operations and/or the crew's overnight location and will be based on the time it takes to travel the shortest distance to the first location of Work each day and the time it takes to travel the shortest distance from the last location of Work each day. The total amount of hours will be rounded off to the nearest ¼ hour.

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Hourly Mobilization	Hour

**NOTE: The contractor and the Department representative for the Region shall agree upon the type of Mobilization prior to the commencement of any work.**

As a condition of Award, Contractors shall provide the Department with a list of business and/or crew locations that their crews report to for business. These locations will be used to calculate the shortest distance to project locations when performing Work for the Department.

## **SPECIAL PROVISION - ON CALL SERVICES**

### **SPECIAL PROVISION SECTION 101** **CONTRACT INTERPRETATION**

101.2 Definitions Apparent Successful Bidder Delete the section in its entirety and replace with the following:

“Responsive, responsible Bidders who meet the requirements and specifications of this contract as determined by the Department. A responsive responsible Bidder, that is Awarded the Contract. The Department may not execute the Contract with an Apparent Successful Bidder if a) the Apparent Bidder fails to comply with all applicable pre-Award conditions or other pre-execution requirements of the Contract or b) if the Department chooses not to Award a Contract.”

101.2 Definitions Successful Bidder Delete the section in its entirety and replace with the following:

“All, responsive, responsible bidders to whom the Department intends to award the Contract. This status is evidenced by a “Notice of Intent to Award” Letter sent to the Successful Bidders.”

### **SPECIAL PROVISION SECTION 102** **BIDDING**

102.7.1 Location and Time Delete the entire section and replace with the following:

The Bidder must Deliver its Bid in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The sealed envelope must be labeled with the Bidder's name, the Work location, WIN (if applicable) and/or Title, and the words “Bid Enclosed”. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Contract Agreement for Transportation Related Services form, and any other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

102.11.2 Curable Bid Defects A. Change “Contract Agreement Offer and Award forms” to Contract form.

### SPECIAL PROVISION SECTION 103 AWARD AND CONTRACTING

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

103.4 Award Conditions Replace the first paragraph with the following:

The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5 within 14 Days of Receipt of the Notice of Intent to Award. Unless indicated otherwise, all items must be Delivered to the Department’s Bureau of Maintenance & Operations

103.5.4 Execution of Contract By Bidder Delete the section in its entirety and replace with the following:

“The properly completed and signed Contract form provided with the Bid constitutes the Bidder’s offer. Once the Department has received the insurance, and any other pre-award items required, the Department will sign the Contract form and execute the Contract. The point of Contract execution is when the Contractor receives written notice that the contract has been signed by the Department and executed.

### SPECIAL PROVISION SECTION 107 TIME

The Contractor is responsible to respond in a timely manner to requests to provide services.

### SPECIAL PROVISION SECTION 109 CHANGES

109.1.2 Substantial Changes to Major Items Delete the entire section.

109.2 Elimination of Items Delete the entire section.

SPECIAL PROVISION SECTION 112  
(Default and Termination)

The Contractor is in Default of the Contract if the Contractor:

- A. Fails to provide Labor or Equipment specified in the Assignment Letter or Contract,
- B. Fails to perform the Work with sufficient Labor, Equipment, or Materials to assure the timely Completion of the Work,
- C. Fails to perform Work as authorized in the Assignment Letter.

Failure by the Contractor to perform the Work when required with the Labor and Equipment specified in the Assignment Letter or to meet other contractual requirements will result in the following actions:

1<sup>st</sup> Incident: If the Contractor does not take corrective action within one hour upon receipt of verbal warning, the Department will issue a written warning.

2<sup>nd</sup> Incident: The Department will issue a written warning and payment will not be paid for that day.

3<sup>rd</sup> Incident: the Department may give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination.

If Default occurs, the Department may give written Notice of Default to the Contractor. Failure to give Notice of Default is in no way a waiver by the Department of any provision of the Contract.

In this event, the Department may complete the work with its own forces or enter into an Assignment Letter with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for to complete the Work.